

## REMARKS/ARGUMENTS

Claims 1-6, 8, 10-14, 16-22, and 25-40 are pending in the present application and remain in this application for prosecution. Claims 1, 8, 14, 19, 27, and 32 have been amended. Claim 40 has been added.

### § 103 Rejections

Claims 1, 2, 4-6, 14, 16-22, 25, 27-33, and 36-69 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,210,275 to Olsen ("Olsen") in view of U.S. Patent No. 6,517,073 to Vancura ("Vancura"). Claim 3 has been rejected under 35 U.S.C. § 103(a) as being unpatentable over Olsen in view of Vancura and further in view of U.S. Patent No. 6,203,429 to Demar *et al.* Claims 8-14, 34, and 35 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Olsen in view of Vancura and further in view of U.S. Patent No. 6,155,925 to Giobbi *et al.* Thus, the claims are generally rejected primarily over Olsen in view of one or more references. The cited references fail to disclose at least one claim element of each one of independent claims 1, 8, 14, 19, 27, and 32.

To better understand the invention, a brief explanation of an exemplary embodiment appears necessary. Player A begins conducting a basic wagering game on Machine A. While playing the basic game, a progressive game is randomly triggered. When the progressive game is triggered, player A has the opportunity to play the progressive game and receive a progressive award. In addition, when the progressive game is triggered, player A and non-participant players (*e.g.*, players B, C, D, etc.) receive an opportunity to make side wagers by predicting a progressive game outcome. Though player A may place side wagers, just like players B, C, and D, only player A is eligible to win an award during the progressive game itself. In other words, players B, C, and D are not eligible to receive the progressive award from the progressive game, but are, instead, participating in their own side wagering games (based on the progressive game outcomes) at their own terminals. Players B, C, and D are only eligible for receiving side wager awards – not the progressive award. Thus, it is irrelevant to them whether a winning outcome is achieved in the progressive game. The ineligible players' interest is only whether their predictions were correct regarding player A's outcome. For example, player B may predict that player A will lose the progressive game. If

player A loses the progressive game, player B will receive a side wager award based on his or her side wager. Player A, however, is eligible for the progressive award(s) and can also participate in the side wagering games if player A chooses to place side wagers on the progressive game outcomes.

In the Advisory Action, it was argued that the “instant specification has failed to properly define what a side wager.” The current specification states, for example, that:

A side wager inquiry is then displayed to players of the other gaming terminals. Thus, players who have not won a chance to play for a jackpot are permitted to wager on events within the progressive game played by another player.

Summary of the Invention Section, p. 3, ll. 28-31. The current specification further states that a side wager inquiry is sent to give “players the opportunity to make side wagers on the stations of the game board which the player predicts will be landed on during the progressive game.” Description of Illustrative Embodiments, p. 8, ll. 29-31. One of ordinary skill in the art would understand, based on the current specification, that a side wager is a wager in which player B (a non-participant player) makes a prediction regarding events occurring within a game for which only player A (a participant player) is eligible to play. In fact, note that player A can make side wagers on the game being played by player A. *See, e.g.*, Description of Illustrative Embodiments, p. 12, ll. 10-15.

In contrast, the alleged “side wagers” disclosed by Olsen are merely additional wagers made by a (same) participant player to be able to play a bonus game at his or her respective terminal. Specifically, Olsen describes that “players wager a separate coin for the purpose of the bonus mode only. In other words, a separate “side” wager is required for eligibility into the bonus game, and the side wager can fully fund the jackpot pools 100%.” Olsen, col. 14, ll. 18-23. The “separate coin,” or “separate side wager,” has nothing to do with being a side wager as claimed in the current invention. The “separate coin” is an additional wager that the same player, who is a participant in the wagering game, must provide to be eligible for playing a bonus game. The same player at the same terminal provides this additional (alleged “side”) wager.

Thus, in general, Olsen (or any of the other cited references) fails to disclose conducting a wagering game in which the player or the game terminal is not eligible for

playing the bonus game. In Olsen, the same player or the same terminal can be used to participate in the bonus game as long as the player wagers an additional coin. Further, Olsen fails to disclose a “side wager” as claimed by the claimed invention. Simply because Olsen uses the term “side wager” does not mean that Olsen discloses the claimed invention.

*Regarding claim 1*, the cited references fail to disclose at least that an eligible player in a progressive game “is the only player eligible for the at least one progressive award.” Thus, in contrast to the claimed invention in which the only the eligible player is capable of receiving the progressive award, all of the player in Olsen are eligible to play in the bonus game if they wager a separate coin. Further, Olsen fails to teach a “side wager” as claimed in claim 1 (e.g., “sending a side wager inquiry signal to a second one of the plurality of gaming terminals” or “in response to receiving the side wager inquiry signal, displaying a communication to a non-eligible player of the progressive game at the second one of the plurality of gaming terminals inquiring whether the non-eligible player desires to make a side wager on an event that may occur in the progressive game”).

*Regarding claim 8*, the cited references fail to disclose at least having “a second one of the plurality of gaming terminals being ineligible for” an award of a special gaming session. In contrast to the claimed invention, Olsen discloses that the same terminal is used for both the base game and the bonus game. Further, Olsen fails to teach a “side wager” as claimed in claim 8 (e.g., “transmitting a side wager inquiry to a second one of the plurality of gaming terminals” or “in response to the transmitting, transmitting a side wager response signal from the second one of the plurality of gaming terminals”).

*Regarding claim 14*, the cited references fail to disclose at least having an “ineligible player being ineligible for receiving the progressive award.” Thus, in contrast to the claimed invention in which the ineligible player is not capable of receiving the progressive award, the players in Olsen are all eligible to play into the bonus game if they wager a separate coin. Further, Olsen fails to teach a “side wager” as claimed in claim 14 (e.g., “a second one of the plurality of interconnected gaming terminals for receiving a side wager on an event that may occur in the progressive game”).

*Regarding claim 19*, the cited references fail to disclose at least having a gaming terminal that is not “eligible to achieve the first payout level of the progressive game,” while still being able to participate in other aspects of the game via side wagering. Thus, in

contrast to the claimed invention in which the ineligible gaming terminal is not capable of receiving the first payout level of the progressive game, the players in Olsen are all eligible to play in the bonus game if they wager a separate coin. Further, Olsen fails to teach a “side wager” as claimed in claim 19 (*e.g.*, “a first one of the plurality of interconnected gaming terminals receiving a side wager inquiry signal in response to a second one of the plurality of interconnected gaming terminals achieving a progressive game” or “the side wager inquiry allowing a side wager to be placed on the progressive game at the first one of the plurality of interconnected gaming terminals”).

*Regarding claim 27*, the cited references fail to disclose at least having a “second one of the plurality of gaming terminals being ineligible for the progressive award.” In contrast to the claimed invention, Olsen discloses that the same terminal is used for both the base game and the bonus game. Further, Olsen fails to teach a “side wager” as claimed in claim 27 (*e.g.*, “a first one of the plurality of gaming terminals capable of making a side wager on an event that may occur in a progressive game to be played on a second one of the plurality of gaming terminals”). Also, Olsen fails to teach “signage” as claimed in claim 27 (*e.g.* “signage displaying the progressive game that is played from the second one of the plurality of gaming terminals and the event on which the side wager is made at the first one of the plurality of gaming terminals”).

*Regarding claim 32*, the cited references fail to disclose at least having “the progressive award outcome being available only on the one or more progressive game terminals.” In contrast to the claimed invention, Olsen discloses that every eligible terminal is used for both the base game and the bonus game. Further, Olsen fails to teach “signage” as claimed in claim 32 (*e.g.*, “signage including a local controller for randomly selecting a progressive game outcome of the progressive wagering game.” At most, Olsen teaches a separate large screen display 60 and a controller 120, which is separate (*i.e.*, not local) from the large screen display 60.

Thus, the Applicants respectfully submit that all the rejected claims are patentable over any combination of references including Olsen at least for the above-stated applicable reasons.

**Conclusion**

It is the Applicants' belief that all the pending claims are now in condition for allowance, and thus reconsideration of this application is respectfully requested. If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at the number indicated.

Please charge Nixon Peabody LLP Deposit Account No. 50-4181 for \$910 to cover the RCE fee (\$790) and the one-month extension fee (\$120). It is believed that no other fees are due; however, should any additional fees be required (except for payment of the issue fee), the Commissioner is authorized to deduct the fees from Nixon Peabody LLP. Deposit Account No. 50-4181, Order No. 247079-000207USPT.

Respectfully submitted,

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By



Sorinel Cimpoes

Reg. No. 48,311

NIXON PEABODY LLP

161 North Clark, 48<sup>th</sup> Floor

Chicago, Illinois 60601-3213

One of the Attorneys for Applicants

(312) 425-8542